

**Legislative Committee
Resolution #03-579**

RESOLUTION

RE: *Authorizing the County Executive to Execute Consultant and Lobbyist Agreement*

WHEREAS, on January 16, 2003, the Will County Board retained the professional services of William F. Mahar to serve as consultant and lobbyist for Will County, and

WHEREAS, the County Board believes that it is in the best interest to continue to retain an experienced individual to provide professional consulting and lobbying services for Will County related to the General Assembly, and

WHEREAS, William F. Mahar, has agreed to continue to perform such consulting and lobbying services for Will County, and

WHEREAS, the Legislative Committee of the Will County Board has received evaluations from various Elected Officials and Department Heads regarding those services provided by the lobbyist, and after review of said evaluations overwhelmingly recommend his retention of professional services, and

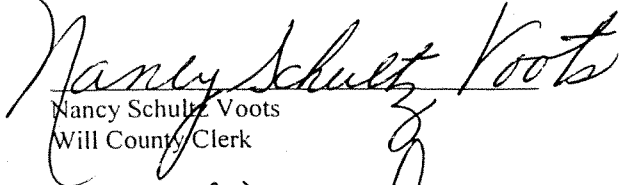
WHEREAS, the Will County States Attorney's Office has reviewed the Agreement.

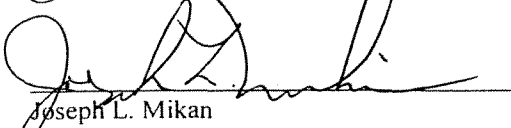
NOW, THEREFORE, BE IT RESOLVED, that the Will County Board hereby authorizes the Will County Executive to execute the Will County Consultant and Lobbyist Agreement between the County of Will and William F. Mahar in the form substantially attached hereto.

Adopted by the Will County Board this 18th day of December, 2003.

Vote: Yes 26 No 0 Pass 0 (SEAL)

Approved this 23rd day of December, 2003.


Nancy Schultz Voots
Will County Clerk


Joseph L. Mikan
Will County Executive

WILL COUNTY CONSULTANT AND LOBBYIST AGREEMENT

THIS WILL COUNTY CONSULTANT AND LOBBYIST AGREEMENT (this "Agreement") is made between Will County, Illinois and William F. Mahar, Inc. , a consultant and lobbyist (the "Lobbyist"), with an address of 8612 Wheeler Drive, Orland Park.

RECITALS

A. Will County desires to retain Lobbyist to provide professional consulting and lobbying services for Will County related to the General Assembly.

B. The Lobbyist desires to perform such services according to the terms of this Agreement..

AGREEMENT

NOW, THEREFORE, in consideration of the above premises, it is mutually agreed as follows:

1. Scope of Agreement. This Agreement shall apply only to the Services (as defined below) after the effective date, and prior to the termination, of this Agreement. This Agreement constitutes the entire agreement between Will County and the Lobbyist and supersedes any and all prior agreements, communications, negotiations and representations, whether oral or written, between Will County and the Lobbyist.

2. Performance of Services. The Lobbyist shall perform, in accordance with this Agreement, those services (the "Services") set forth on Exhibit A, which is attached hereto and incorporated herein by this reference. The Lobbyist possesses sufficient professional experience and training, educational background and professional skills to perform the Services and maintains sufficient equipment and office space suitable to carry out the Services. The Lobbyist acknowledges that Will County may require that the Lobbyist perform the Services at certain times or upon certain conditions.

3. Term. This Agreement shall commence on January 1, 2004 and continue until terminated in accordance with this Agreement.

4. Compensation.

4.1 Contract Services. In return for faithfully providing the Services in accordance with this Agreement, Will County shall pay the Lobbyist \$5,000.00 per month.

4.2 No Fringe Benefits. As an independent Lobbyist, the Lobbyist shall have no right to any compensation from Will County. Without limiting the foregoing, Will County shall have no obligation to provide the Lobbyist with (a) industrial accident, worker's compensation or unemployment insurance; (b) medical insurance or the payment of medical insurance premiums; (c) vacation, sick or holiday pay; (d) payment or withholding of social security or other taxes; or (e) any other benefits that are now, or may from time to time become, available to employees of Will County.

4.3 Invoices. Monthly invoices will be provided by the Lobbyist to Will County on the first of each month. Payment of such invoices will be made to the Lobbyist within 10 days of receipt of such invoices after the first of the month.

5. Business Expenses. The Lobbyist must bear any costs and expenses, and must obtain any supplies, required to carry out the Services. Without limiting the foregoing, the Lobbyist shall be responsible for providing the following, as the Lobbyist may deem necessary for performing the Services: (a) all equipment; (b) all postage, letterhead, envelopes and other office supplies; (c) all vehicles used by the Lobbyist.

6. Relationship of the Parties.

6.1 Independent Lobbyist. The parties intend to create an independent contractor relationship by this Agreement, and the Lobbyist shall not be considered an agent or an employee of Will County for any purpose. Will County is only interested in the results achieved by the Lobbyist in performing the Services, and Will County shall have no direction or control over the method or manner of the performance of the Services except as specified herein and except where the results of such method or manner may, in Will County's reasonable discretion, affect the liability, investment, costs or revenues of Will County. The Lobbyist shall be free to dispose of any such portion of the Lobbyist's entire time, energy and skill in such manner as the Lobbyist sees fit, and the Lobbyist is not obligated to devote any specific portion of the Lobbyist's entire time to the Services. Similarly, the Lobbyist acknowledges that Will County has no obligation to use the Lobbyist for any services or duties, other than the Services specified in Exhibit A.

6.2 Independent Operations. The Lobbyist will adhere to all Federal, State and local regulations governing the Lobbyist.

6.3 No Authority. The Lobbyist possesses no authority to bind Will County for any promise, obligation, agreement or representation unless specifically authorized by Will County in writing, and the Lobbyist shall not, except with specific written consent of Will County, endorse any note, execute any contract or sign any other document that may require Will County, at any time, to pay any sum or perform any obligation. Will County shall not be liable for any expenses incurred by the Lobbyist unless otherwise specifically delineated in this Agreement.

7. Liabilities. The Lobbyist shall not contract or incur any liabilities on behalf of Will County without specific written authorization.

8. Termination. This Agreement shall terminate immediately upon the occurrence of any of the following events:

8.1 Mutual written agreement between Will County and the Lobbyist;

8.2 The Lobbyist's inability to perform the Services for any reason, including without limitation, the death, mental incapacity or physical disability of the Lobbyist or any individual owning or controlling equity interest in, employed by or sufficiently necessary to the operations of the Lobbyist that the Lobbyist cannot sufficiently perform the Services;

8.3 The Lobbyist's failure or refusal to faithfully or diligently perform the Services or the provisions of this Agreement; and

8.4 Improper professional or unethical conduct by the Lobbyist or any individual performing the Services.

8.5 Upon written notice of termination of this Agreement. Delivery of such notice shall be effective upon either personal service, three days following the date upon which such notice is deposited in the U.S. mail, certified mail, return receipt requested, or one day following deposit with a nationally reputable overnight courier services marked for next-day delivery.

8.6 If this Agreement is terminated, the Lobbyist shall be entitled to payment for any services completed at the time of notice of such termination.

9. There shall be a performance review at the end of six months based on grants and issues.

10. Shall report to the County Board as directed by the Executive Committee Chairman.

11. Miscellaneous

11.1 Amendments. No amendments, variations, modifications or alterations of the terms and conditions of this Agreement shall be valid unless in writing and signed by all parties hereto.


11.2 Assignability. The Lobbyist's rights and obligations under this Agreement are personal in nature, and the Lobbyist shall not assign such rights nor delegate such duties without prior written consent of Will County. Any agreement purporting to so assign the rights of the Lobbyist hereunder, delegate the duties of the Lobbyist hereunder or both shall be null and void and of no force or effect.

11.3 Successors and Assigns. This Agreement shall bind and inure to the benefit of both Will County and the Lobbyist and their respective successors, permitted assigns, and legal representatives.

11.4 Severability. Any provision of this Agreement deemed illegal or unenforceable shall be ineffective to the extent of such illegality or unenforceability without invalidating the remaining provisions herein, and any such illegal or unenforceable provision shall be deemed modified in a manner that it is no longer illegal or unenforceable.

11.5 Limitation on other employment. The Lobbyist shall not perform Lobbyist Services for more than three other clients. Additionally, the Lobbyist shall not perform Lobbyist Services for these other clients without first obtaining consent to perform said services from a majority of the County Board leadership. Said consent shall not be unreasonably withheld.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first set forth above.

By: 
Joseph L. Mikan
Will County Executive

STATE OF ILLINOIS)
)
COUNTY OF WILL)
) SS.

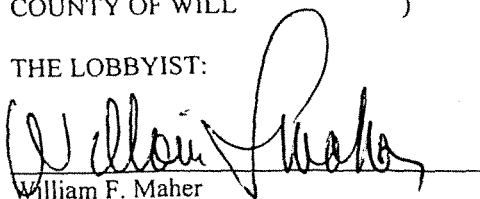
THE LOBBYIST:

William F. Maher

EXHIBIT A

The Services

The Lobbyist agrees to provide the following services for Will County:

- Provide a daily presence in Springfield on every legislative day as well as days when out-of-session committees meet.
- Have legislation introduced on the County's behalf and to express the County's position on all bills that affect Will County.
- Attend local meetings that have a State of Illinois impact.
- Assist the Will County legislative delegation in constituent requests regarding Will County issues.
- Maximize Will County's ability to secure state grants.
- Attend meetings of the Will County Legislative Committee as and when directed.



Executive Committee
Resolution #09-445

**RESOLUTION OF THE COUNTY BOARD
WILL COUNTY, ILLINOIS**

RE: Authorizing the County Executive to Execute Supplemental Agreement I to Professional Services Contract with Legislative Lobbyist William F. Mahar

WHEREAS, on November 22, 2004 the County of Will retained the professional services of the state legislative lobbyist William F. Mahar to represent the County's state interests before the Illinois General Assembly and with agencies of the State of Illinois; and

WHEREAS, the Will County Board believes that it is in the best interest of the County to continue to retain an experienced individual to provide professional consulting and lobbying services for Will County before the Illinois General Assembly and with agencies of the State of Illinois; and

WHEREAS, William F. Mahar has agreed to continue performing such consulting and professional services for Will County; and

WHEREAS, William F. Mahar has agreed to a recessionary contract fee of \$54,000 in recognition of current economic conditions; and

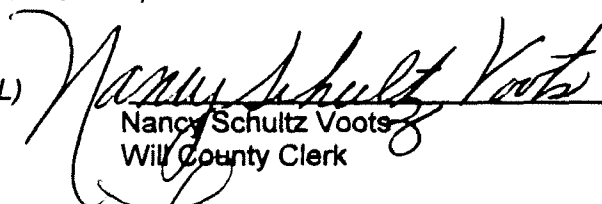
WHEREAS, William F. Mahar has worked closely, conscientiously and professionally with the Executive Committee and the Legislative and Policy Committee of the Will County Board to further Will County's state legislative agenda.

NOW, THEREFORE, BE IT RESOLVED, that the Will County Board hereby authorizes the Will County Executive to execute the Supplemental Agreement I (Attachment A) to the Will County Lobbyist Agreement with William F. Mahar dated November 22, 2004 (Attachment B).

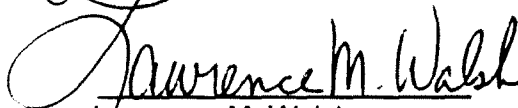
BE IT FURTHER RESOLVED, that the Preamble of this Resolution is hereby adopted as if fully set herein, and this Resolution shall be in full force and effect upon its passage and approval as provided by law.

Adopted by the Will County Board this 17th day of December, 2009.

Vote: Yes 20 No 6 Pass _____ (SEAL)


Nancy Schultz Voots
Will County Clerk

Approved this 28 day of December, 2009.


Lawrence M. Walsh
Will County Executive

**WILLIAM F. MAHAR
And
Will County, Illinois**

Supplemental Agreement I

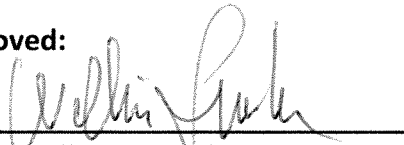
This supplemental agreement is made to the original contract dated November 22, 2004 (attached) by and between William F. Mahar, 225 Linden Oaks Lane, New Lenox, IL 60451 (formally of 8612 Wheeler Drive, Orland Park, IL) hereinafter referred to as "the lobbyist" and Will County, having an office at 302 N. Chicago Street, Joliet, IL, and hereinafter referred to as the "Client."

1. **Compensation** – The Client shall pay the Lobbyist a total contract fee of fifty four thousand dollars (\$54,000) per year. This contract fee shall be payable in twelve equal installments of four thousand five hundred dollars (\$4,500). Payment will be due within 30 days of each invoice.

Except as herein modified, the terms and conditions of the Basic Agreement shall remain in full force and effect.

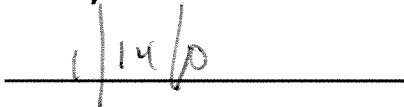
Approved:

By:



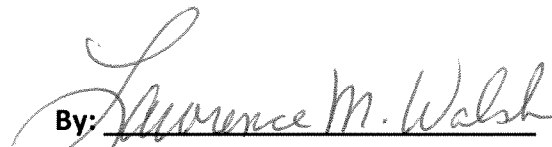
William F. Mahar,
Lobbyist

Date:



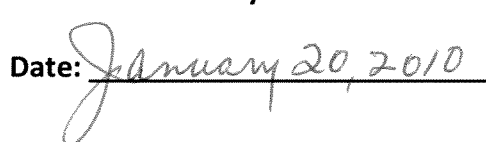
1/14/10

By:



Lawrence Walsh,
Will County Executive

Date:



January 20, 2010

RESOLUTION

RE: *Authorizing the County Executive to Execute Consultant and Lobbyist Agreement*

WHEREAS, on December 18, 2003, the Will County Board retained the professional services of William F. Mahar to serve as consultant and lobbyist for Will County, and

WHEREAS, the County Board believes that it is in the best interest to continue to retain an experienced individual to provide professional consulting and lobbying services for Will County related to the General Assembly, and

WHEREAS, William F. Mahar, has agreed to continue to perform such consulting and lobbying services for Will County, and

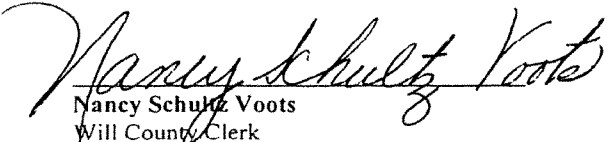
WHEREAS, the Legislative Committee of the Will County Board has received evaluations from various Elected Officials and Department Heads regarding those services provided by the lobbyist and overwhelmingly recommends his continued retention for professional consulting and lobbying services, and

WHEREAS, the Will County States Attorney's Office has reviewed the Agreement.

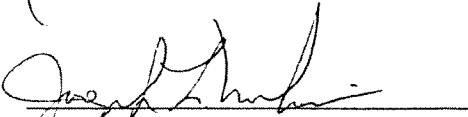
NOW, THEREFORE, BE IT RESOLVED, that the Will County Board hereby authorizes the Will County Executive to execute the Will County Consultant and Lobbyist Agreement between the County of Will and William F. Mahar in the form substantially attached hereto.

Adopted by the Will County Board this 18th day of November, 2004.

Vote: Yes 25 No 1 Pass _____ (SEAL)


Nancy Schultz Voots
Will County Clerk

Approved this 30 day of Nov., 2004.


Joseph L. Mikan
Will County Executive

CORRECTED
WILL COUNTY LOBBYIST AND LOBBYIST AGREEMENT
With
WILLIAM F. MAHAR

THIS WILL COUNTY LOBBYIST AND LOBBYIST AGREEMENT (this "Agreement") is made between Will County, Illinois and William F. Mahar, Inc., a Lobbyist and lobbyist (the "Lobbyist"), with an address of 8612 Wheeler Drive, Orland Park.

RECITALS

A. Will County desires to retain Lobbyist to provide professional consulting and lobbying services for Will County related to the General Assembly.

B. The Lobbyist desires to perform such services according to the terms of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the above premises, it is mutually agreed as follows:

1. Scope of Agreement. This Agreement shall apply only to the Services (as defined below) after the effective date, and prior to the termination, of this Agreement. This Agreement constitutes the entire agreement between Will County and the Lobbyist and supersedes any and all prior agreements, communications, negotiations and representations, whether oral or written, between Will County and the Lobbyist.

2. Performance of Services. The Lobbyist shall perform, in accordance with this Agreement, those services (the "Services") set forth on Exhibit A, which is attached hereto and incorporated herein by this reference. The Lobbyist possesses sufficient professional experience and training, educational background and professional skills to perform the Services and maintains sufficient equipment and office space suitable to carry out the Services. The Lobbyist acknowledges that Will County may require that the Lobbyist perform the Services at certain times or upon certain conditions.

3. Term. This Agreement shall commence on December 1, 2004 and continue until terminated in accordance with this Agreement.

4. Compensation.

4.1 Contract Services. In return for faithfully providing the Services in accordance with this Agreement, Will County shall pay the Lobbyist \$5,000.00 per month.

4.2 No Fringe Benefits. As an independent Lobbyist, the Lobbyist shall have no right to any compensation from Will County. Without limiting the foregoing, Will County shall have no obligation to provide the Lobbyist with (a) industrial accident, worker's compensation or unemployment insurance; (b) medical insurance or the payment of medical insurance premiums; (c) vacation, sick or holiday pay; (d) payment or withholding of social

security or other taxes; or (e) any other benefits that are now, or may from time to time become, available to employees of Will County.

4.3 Invoices. Monthly invoices will be provided by the Lobbyist to Will County on the first of each month. Payment of such invoices will be made to the Lobbyist within 10 days of receipt of such invoices after the first of the month.

5. Business Expenses. The Lobbyist must bear any costs and expenses, and must obtain any supplies, required to carry out the Services. Without limiting the foregoing, the Lobbyist shall be responsible for providing the following, as the Lobbyist may deem necessary for performing the Services: (a) all equipment; (b) all postage, letterhead, envelopes and other office supplies; (c) all vehicles used by the Lobbyist.

6. Relationship of the Parties.

6.1 Independent Lobbyist. The parties intend to create an independent contractor relationship by this Agreement, and the Lobbyist shall not be considered an agent or an employee of Will County for any purpose. Will County is only interested in the results achieved by the Lobbyist in performing the Services, and Will County shall have no direction or control over the method or manner of the performance of the Services except as specified herein and except where the results of such method or manner may, in Will County's reasonable discretion, affect the liability, investment, costs or revenues of Will County. The Lobbyist shall be free to dispose of any such portion of the Lobbyist's entire time, energy and skill in such manner as the Lobbyist sees fit, and the Lobbyist is not obligated to devote any specific portion of the Lobbyist's entire time to the Services. Similarly, the Lobbyist acknowledges that Will County has no obligation to use the Lobbyist for any services or duties, other than the Services specified in Exhibit A.

6.2 Independent Operations. The Lobbyist will adhere to all Federal, State and local regulations governing the Lobbyist.

6.3 No Authority. The Lobbyist possesses no authority to bind Will County for any promise, obligation, agreement or representation unless specifically authorized by Will County in writing, and the Lobbyist shall not, except with specific written consent of Will County, endorse any note, execute any contract or sign any other document that may require Will County, at any time, to pay any sum or perform any obligation. Will County shall not be liable for any expenses incurred by the Lobbyist unless otherwise specifically delineated in this Agreement.

7. Liabilities. The Lobbyist shall not contract or incur any liabilities on behalf of Will County without specific written authorization.

8. Termination. This Agreement shall terminate immediately upon the occurrence of any of the following events:

8.1 Mutual written agreement between Will County and the Lobbyist;

8.2 The Lobbyist's inability to perform the Services for any reason, including without limitation, the death, mental incapacity or physical disability of the Lobbyist or any

individual owning or controlling equity interest in, employed by or sufficiently necessary to the operations of the Lobbyist that the Lobbyist cannot sufficiently perform the Services;

8.3 The Lobbyist's failure or refusal to faithfully or diligently perform the Services or the provisions of this Agreement; and

8.4 Improper professional or unethical conduct by the Lobbyist or any individual performing the Services.

8.5 Upon written notice of termination of this Agreement. This Agreement may be terminated by either party hereto upon thirty (30) day's notice to the other party. Client may terminate this agreement for whatever reason at whatever time during the term of this Agreement, and Lobbyist shall be entitled to immediate payment of the remaining unpaid reimbursable expenses and fees due pursuant to the provisions of this Agreement and as further set forth in Paragraph 4. Unless terminated for cause, or at the end of the term, or as a result of Lobbyist's failure to render services in accordance with the general scope of services (Exhibit A), Lobbyist shall, upon termination of this Agreement by either Lobbyist or Client and at the request of Client, continue to perform its duties for a maximum of thirty (30) days, commencing from the time written notice of termination of this Agreement was given. Notice of termination of the Agreement shall be in writing and delivery shall be effective upon either personal service, three days following the date upon which such notice is deposited in the U.S. mail, certified mail/return receipt requested, or one day following deposit with a nationally reputable overnight courier service marked for next day delivery.

8.6 If this Agreement is terminated, the Lobbyist shall be entitled to payment for any services completed at the time of notice of such termination.

9. There shall be a performance review at the end of six months based on grants and issues.

10. Shall report to the County Board as directed by the Executive Committee Chairman.

11. Miscellaneous

11.1 Amendments. No amendments, variations, modifications or alterations of the terms and conditions of this Agreement shall be valid unless in writing and signed by all parties hereto.


11.2 Assignability. The Lobbyist's rights and obligations under this Agreement are personal in nature, and the Lobbyist shall not assign such rights nor delegate such duties without prior written consent of Will County. Any agreement purporting to so assign the rights of the Lobbyist hereunder, delegate the duties of the Lobbyist hereunder or both shall be null and void and of no force or effect.

11.3 Successors and Assigns. This Agreement shall bind and inure to the benefit of both Will County and the Lobbyist and their respective successors, permitted assigns, and legal representatives.

11.4 Severability. Any provision of this Agreement deemed illegal or unenforceable shall be ineffective to the extent of such illegality or unenforceability without invalidating the remaining provisions herein, and any such illegal or unenforceable provision shall be deemed modified in a manner that it is no longer illegal or unenforceable.

11.5 Limitation on other employment. The Lobbyist shall not perform Lobbyist Services for more than three other clients. Additionally, the Lobbyist shall not perform Lobbyist Services for these other clients without first obtaining consent to perform said services from a majority of the County Board leadership. Said consent shall not be unreasonably withheld.

IN WITNESS WHEREOF, the parties have executed this agreement on November 22nd 2004.

By: 
Joseph L. Mikan
Will County Executive

STATE OF ILLINOIS)
COUNTY OF WILL) SS.

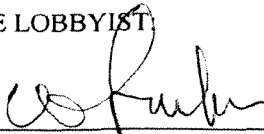
THE LOBBYIST:

William F. Mahar

EXHIBIT A

The Services

The Lobbyist agrees to provide the following services for Will County:

- Provide a daily presence in Springfield on every legislative day as well as days when out-of-session committees meet.
- Have legislation introduced on the County's behalf and to express the County's position on all bills that affect Will County.
- Attend local meetings that have a State of Illinois impact.
- *Assist the Will County legislative delegation in constituent requests regarding Will County issues.*
- Maximize Will County's ability to secure state grants.
- Attend meetings of the Will County Legislative Committee as and when directed.



**Executive Committee
Resolution #08-470**

**RESOLUTION OF THE COUNTY BOARD
WILL COUNTY, ILLINOIS**

**RE: Authorizing the County Executive to Execute Professional Services Renewal
Contract with Federal Lobbyist Firm of Smith Dawson & Andrews**

WHEREAS, on March 17, 2006 the County of Will retained the professional services of the federal lobbyist firm of Smith Dawson & Andrews to represent the County's federal interests before the United States Congress, the Bush Administration, and the relevant federal executive branch agencies at an annual rate not to exceed \$120,000.00; and

WHEREAS, Will County renewed its consulting services agreement with Smith, Dawson & Andrews for 2007 and 2008; and

WHEREAS, the County Board believes that it is in the best interest of the County to continue to retain a professional federal lobbyist firm for Will County in regards to providing innovative and strategic approaches to successfully accomplish positive bottom line results while working with Congressional authorizers, appropriators, and their staffs and the federal executive branch to obtain federal appropriations and vital legislative, regulatory and political support for the County; and

WHEREAS, Smith Dawson & Andrews has agreed to continue performing such consulting services for Will County; and

WHEREAS, the County Executive and the Executive Committee of the Will County Board have evaluated the services provided by the consultant, and recommend the consultant's retention.

NOW, THEREFORE, BE IT RESOLVED, that the Will County Board hereby authorizes the Will County Executive to execute a Supplement to the Consultant Agreement as attached hereto between the County of Will and Smith Dawson & Andrews for FY 2009 subject to review and approval by the State's Attorney's Office.

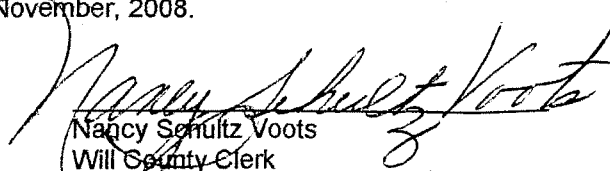
BE IT FURTHER RESOLVED, that the Executive Committee of the Will County Board conduct periodic evaluations of the services rendered by the Consultant, not less than semi-annually.

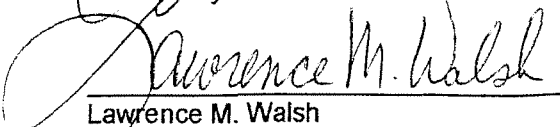
BE IT FURTHER RESOLVED, that the preamble of this Resolution is hereby adopted as if fully set forth herein. This Resolution shall be in full force and effect upon its passage and approval as provided by law.

Adopted by the Will County Board this 20th day of November, 2008.

Vote: Yes 24 No 0 Pass _____ (SEAL)

Approved this 4th day of December, 2008.


Nancy Schultz Voots
Will County Clerk


Lawrence M. Walsh
Will County Executive

LETTER OF AGREEMENT

This Agreement is made by and between Will County, Illinois (hereinafter referred to as "the County"), and Smith Dawson & Andrews (hereinafter referred to as "SDA").

I. SERVICES

It is understood by the parties that time is of the essence. SDA will devote its best efforts to help the County secure federal earmark appropriations, identify grant opportunities, and advocate the County's interest before Congress and Executive Branch agencies. SDA will arrange, schedule and accompany County representatives to meetings with members of Congress, staff and individuals from the Executive Branch as appropriate. In addition, SDA will work with the county on mutually agreeable federal issues that may inure to the benefit of the County. SDA will provide the following specific services:

- Work with the County to develop an annual Federal Agenda and legislative strategy, including annual goals and objectives;
- Serve as the County's legislative liaison with the Illinois Congressional Delegation and the Congress;
- Monitor federal legislation, appropriations, and grant applications and advise the County and the congressional delegation of key developments, problems and/or grant opportunities;
- Work with the Illinois delegation and the relevant Congressional authorizing and appropriations committees on the County's priorities;
- Draft congressional testimony, amendments, report language, and correspondence for the Members of Congress, their staffs and congressional committees on behalf of the County, as necessary;
- Manage the submittal of all federal funding requests to the House and Senate Appropriations Committees and file all supporting documentation, budget justifications and Committee questionnaires;
- Transmit documents, reports, and other information on federal issues that affect local programs to County officials;
- Coordinate all logistical support for the County's visits to Washington, including appointments and meetings for County officials with Members of Congress, their staffs, agency representatives and other officials, as needed;

II. TERM

This Agreement shall commence on February 1, 2006 and terminate on February 1, 2007. This agreement may be extended for one additional year with the consent of both parties.

III. FEE

SDA shall receive a professional serve fee of \$120,000. This fee is to be paid in twelve monthly installments of \$10,000 each. This fee is due and payable on the first day of each month except, the first month's fee is due and payable upon the execution of this Letter of Agreement.

IV. EXPENSES

The County shall be responsible for all necessary, reasonable and ordinary out-of-pocket expenditures incurred by SDA including but not limited to: airfare, hotels, rental cars, taxi, parking, long distance, overnight delivery, printing, photo copies and meals. These expenses shall be billed separately and at cost (receipts provided). Expenses are to be remitted within 30 days of receipt of billing. No single expense in excess of \$500.00 will be incurred to any one vendor during a month without the County's prior approval.

V. OPTION TO TERMINATE

After the initial sixty (60) days, either party may terminate this Agreement prior to the expiration date by giving the other party 30 days written notice of its intent to terminate sent certified mail return receipt. Termination by Client does not relieve the client of its obligation to reimburse SDA for expenses incurred prior to termination, and any professional fees outstanding.

VI. INDEPENDENT CONTRACTOR STATUS

Smith Dawson & Andrews and its employees, is an independent contractor and not an employee of Will County which agrees to hold SDA harmless and indemnify it for any and all claims, lawsuits, judgments or obligations arising as a result of work performed pursuant to this Agreement. *which are not caused by nor arise from, any act or omission of SDA, in whole or in part.* Further, SDA shall not be responsible for errors or omissions caused by the County's failure to provide proper or complete information in a timely manner.

VII. GOVERNING LAW AND VENUE

This Agreement was executed in Joliet, Illinois and shall be construed in accordance with and governed by the laws of the State of Illinois and venue shall be in the Circuit Court of the Twelfth Judicial Circuit, Will County Illinois.

VIII. NOTICE

Any notice, payment, request, instruction, or other document to be delivered hereunder shall be deemed sufficiently given if in writing and delivered personally or mailed by certified mail, postage prepaid,

if to the County to:

Will County Executive
302 North Chicago Street
Joliet, Illinois 60432

with a copy to:

Will County State's Attorney
121 North Chicago Street
Joliet, Illinois 60432

and if to SDA :

Smith Dawson & Andrews
1000 Connecticut Ave NW, Suite 302
Washington, DC 20036

IX. ASSIGNMENT

SDA shall not assign this Agreement to any person or entity without prior written consent of the County.

X. INTEGRATION

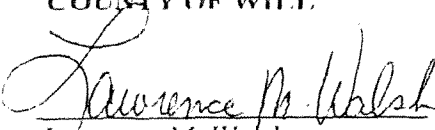
This Agreement contains the entire understanding of the Parties with respect to the subject matters of this Agreement. There are no restrictions, agreements, promises, warranties, covenants, or undertakings other than those expressly set forth herein. This Agreement supercedes all prior agreements and undertakings between the Parties with respect to its subject matter. This Agreement may be amended only by a written instrument duly executed by all of the Parties

In witness whereof, the parties hereto have executed this Agreement as of the date first written above:

ATTEST:

COUNTY OF WILL.

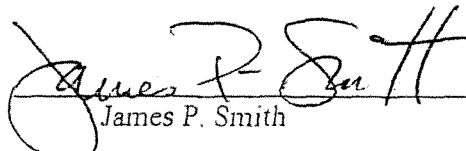
By:


Lawrence M. Walsh

Title: Will County Executive

Date: March 17, 2006

SMITH DAWSON & ANDREWS:


James P. Smith

Title: Partner of Smith, Dawson & Andrews

Date: March 28, 2006

SMITH DAWSON & ANDREWS

A public affairs company

**Smith Dawson & Andrews
And
Will County, Illinois**

Supplemental Agreement II

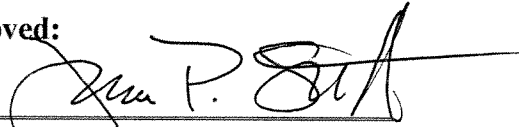
This supplemental agreement is made to the original contract dated March 28, 2006 (attached) by and between **Smith Dawson & Andrews, Inc.** with offices at 1150 Connecticut, NW, Suite 1025, Washington DC 20036 and hereinafter referred to as "Consultant" and Will County, having an office at 302 N. Chicago Street, Joliet, IL, and hereinafter referred to as the "Client."

1. **Term** – The term of this supplemental agreement shall be December 1, 2008 thru November 30, 2009.
2. **Compensation** – The Client shall pay the Consultant a total contract fee of one hundred twenty thousand dollars (\$120,000). This contract fee shall be payable in twelve equal installments of ten thousand dollars (\$10,000). Payment will be due within 30 days of each invoice.

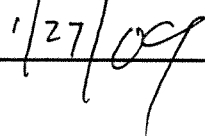
Extraordinary Expenses – Only extraordinary expenses, such as travel, will be billed on a pro-rated basis in conjunction with other Consultants and only when prior approval is granted by the Client. No single expense in excess of \$500 will be incurred to any one vendor during a month without the County's prior approval.
3. **Consultant Services** – The Consultant agrees to perform the services outlined in the "Services" clause of the original contract and as amended or directed by the Client.
4. Except as herein modified, the terms and conditions of the Basic Agreement shall remain in full force and effect.

Approved:

By:


**James P. Smith, President
Smith Dawson & Andrews**

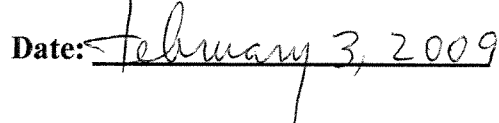
Date:


1/27/09

By:


**Lawrence Walsh
Will County Executive**

Date:


February 3, 2009

SMITH DAWSON & ANDREWS

A public affairs company

**Smith Dawson & Andrews
And
Will County, Illinois**

Supplemental Agreement II

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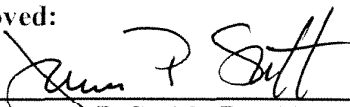
1. **Term** – The term of this supplemental agreement shall be December 1, 2007 thru November 30, 2008.
2. **Compensation** – The Client shall pay the Consultant a total contract fee of thirty six thousand dollars (\$120,000). This contract fee shall be payable in twelve equal installments of ten thousand dollars (\$10,000). Payment will be due within 30 days of each invoice.

Extraordinary Expenses – Only extraordinary expenses, such as travel, will be billed on a pro-rated basis in conjunction with other Consultants and only when prior approval is granted by the Client. No single expense in excess of \$500 will be incurred to any one vendor during a month without the County's prior approval.

3. **Consultant Services** – The Consultant agrees to perform the services outlined in the "Services" clause of the original contract and as amended or directed by the Client.
4. Except as herein modified, the terms and conditions of the Basic Agreement shall remain in full force and effect.

Approved:

By:


**James P. Smith, President
Smith Dawson & Andrews**

Date:

11/20/07

By:


**Lawrence Walsh
Will County Executive**

Date:

11/26/07

LETTER OF AGREEMENT

This Agreement is made by and between Will County, Illinois (hereinafter referred to as “the County”), and Smith Dawson & Andrews (hereinafter referred to as “SDA”).

I. SERVICES

It is understood by the parties that time is of the essence. SDA will devote its best efforts to help the County secure federal earmark appropriations, identify grant opportunities, and advocate the County’s interest before Congress and Executive Branch agencies. SDA will arrange, schedule and accompany County representatives to meetings with members of Congress, staff and individuals from the Executive Branch as appropriate. In addition, SDA will work with the county on mutually agreeable federal issues that may inure to the benefit of the County. SDA will provide the following specific services:

- Work with the County to develop an annual Federal Agenda and legislative strategy, including annual goals and objectives;
- Serve as the County’s legislative liaison with the Illinois Congressional Delegation and the Congress;
- Monitor federal legislation, appropriations, and grant applications and advise the County and the congressional delegation of key developments, problems and/or grant opportunities;
- Work with the Illinois delegation and the relevant Congressional authorizing and appropriations committees on the County’s priorities;
- Draft congressional testimony, amendments, report language, and correspondence for the Members of Congress, their staffs and congressional committees on behalf of the County, as necessary;
- Manage the submittal of all federal funding requests to the House and Senate Appropriations Committees and file all supporting documentation, budget justifications and Committee questionnaires;
- Transmit documents, reports, and other information on federal issues that affect local programs to County officials;
- Coordinate all logistical support for the County’s visits to Washington, including appointments and meetings for County officials with Members of Congress, their staffs, agency representatives and other officials, as needed;

II. TERM

This Agreement shall commence on February 1, 2006 and terminate on February 1, 2007. This agreement may be extended for one additional year with the consent of both parties.

III. FEE

SDA shall receive a professional serve fee of \$120,000. This fee is to be paid in twelve monthly installments of \$10,000 each. This fee is due and payable on the first day of each month except, the first month's fee is due and payable upon the execution of this Letter of Agreement.

IV. EXPENSES

The County shall be responsible for all necessary, reasonable and ordinary out-of-pocket expenditures incurred by SDA including but not limited to: airfare, hotels, rental cars, taxi, parking, long distance, overnight delivery, printing, photo copies and meals. These expenses shall be billed separately and at cost (receipts provided). Expenses are to be remitted within 30 days of receipt of billing. No single expense in excess of \$500.00 will be incurred to any one vendor during a month without the County's prior approval.

V. OPTION TO TERMINATE

After the initial sixty (60) days, either party may terminate this Agreement prior to the expiration date by giving the other party 30 days written notice of its intent to terminate sent certified mail return receipt. Termination by Client does not relieve the client of its obligation to reimburse SDA for expenses incurred prior to termination, and any professional fees outstanding.

VI. INDEPENDENT CONTRACTOR STATUS

Smith Dawson & Andrews and its employees, is an independent contractor and not an employee of Will County which agrees to hold SDA harmless and indemnify it for any and all claims, lawsuits, judgments or obligations arising as a result of work performed pursuant to this Agreement, which are not caused by nor arise from, any act or omission of SDA, in whole or in part. Further, SDA shall not be responsible for errors or omissions caused by the County's failure to provide proper or complete information in a timely manner.

VII. GOVERNING LAW AND VENUE

This Agreement was executed in Joliet, Illinois and shall be construed in accordance with and governed by the laws of the State of Illinois and venue shall be in the Circuit Court of the Twelfth Judicial Circuit, Will County Illinois.

VIII. NOTICE

Any notice, payment, request, instruction, or other document to be delivered hereunder shall be deemed sufficiently given if in writing and delivered personally or mailed by certified mail, postage prepaid,

if to the County to:

with a copy to:

Will County Executive
302 North Chicago Street
Joliet, Illinois 60432

Will County State's Attorney
121 North Chicago Street
Joliet, Illinois 60432

and if to SDA :

Smith Dawson & Andrews
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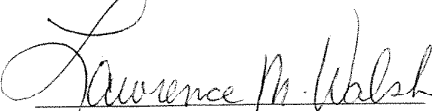
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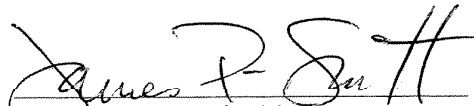
By:


Lawrence M. Walsh

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Date: March 17, 2006

SMITH DAWSON & ANDREWS:


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